# BEST AVAILABLE COPY

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**CUSTOMER NO.: 20995** 

#### TERMINAL DISCLAIMER UNDER 37 C.F.R. § 1.321

**Applicant** 

Bogdan C. Maglich

Appl. No.

09/883,851

Filed

June 18, 2001

For

METHOD AND APPARATUS

FOR NEUTRON MICROSCOPY

WITH STOICHIOMETRIC

**IMAGING** 

Examiner

Jack W. Keith

Group Art Unit

3641

Mail Stop Amendment Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

#### Empowerment of Attorney

Pursuant to 37 C.F.R. § 1.321(b) the undersigned attorney of record is empowered to act on behalf of the Assignee, HiEnergy Technologies, Inc. ("Assignee"), by virtue of a Power of Attorney executed on November 17, 2003, a copy of which is attached.

#### Right of Assignee and Ownership

In accordance with 37 C.F.R. § 3.73(b), Assignee represents that it is the owner of a one-hundred percent interest in the above-identified application by virtue of an assignment recorded at Reel No. 014717, Frame No. 0989 by the Assignment Branch of the Patent and Trademark Office. Assignee further represents that it is the owner of a one-hundred percent interest in co-pending Application No. 09/788,736, by virtue of two assignments recorded at Reel No. 014717, Frame No. 0979 and at Reel No. 014717, Frame No. 0991 by the Assignment Branch of the Patent and Trademark Office. The Assignee represents that, to the best of Assignee's knowledge and belief, title is in the Assignee seeking to take action.

Appl. No.

09/883,851

Filed

June 18, 2001

Disclaimer by Assignee

Assignee hereby disclaims, except as provided below, the terminal part of any patent granted on the above-referenced application that would extend beyond the expiration date of the full statutory term of any patent issuing from U.S. Patent Application No. 09/788,736, and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the instant application and any patent issuing from U.S. Patent Application No. 09/788,736 are co-owned. This agreement extends to any patent granted on the above-referenced application and shall be binding on its successors or assigns.

Assignee does not disclaim any terminal part of any patent granted on the above-referenced application prior to the earlier of the expiration date of the full statutory term of any patent issuing from U.S. Patent Application No. 09/788,736, and that of any patent issuing on the aboveidentified application in the event that either one later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims canceled by a reexamination certificate, or is otherwise terminated prior to expiration of its statutory term, except for the separation of legal title stated above.

This Terminal Disclaimer is accompanied by the \$65 fee set forth in 37 C.F.R. § 1.20(d).

Respectfully submitted,

KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated:

By:

Bruce S. Itchkawitz

Registration No. 47,677

Attorney of Record Customer No. 20,995

(949) 760-0404

1518967\_1 032805





HIENER.1CPC1CP

#### IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant

Bogdan C. Maglich

App. No.

09/883,851

Filed

June 18, 2001

For

METHOD AND APPARATUS FOR

NEUTRON MICROSCOPY WITH

STOICHIOMETRIC IMAGING

Examiner

Jack W. Keith

# ESTABLISHMENT OF RIGHT OF ASSIGNEE TO TAKE ACTION AND REVOCATION AND POWER OF ATTORNEY

Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

#### Dear Sir:

The undersigned is empowered to act on behalf of the assignee below (the "Assignee"). A true copy of the original Assignment of the above-captioned application from the inventor to the Assignee is attached hereto. This Assignment represents the entire chain of title of this invention from the inventor to the Assignee.

I declare that all statements made herein are true, and that all statements made upon information and belief are believed to be true, and further, that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that willful, false statements may jeopardize the validity of the application, or any patent issuing thereon.

App. No.

09/883,851

Filed

June 18, 2001

The undersigned hereby revokes any previous powers of attorney in the subject application, and hereby appoints the registrants of Knobbe, Martens, Olson & Bear, LLP, 2040 Main Street, Fourteenth Floor, Irvine, California 92614, Telephone (949) 760-0404, Customer No. 20,995, as its attorneys with full power of substitution and revocation to prosecute this application and to transact all business in the U.S. Patent and Trademark Office connected herewith. This appointment is to be to the exclusion of the inventor and his attorney(s) in accordance with the provisions of 37 C.F.R. § 3.71.

Please use Customer No. 20,995 for all communications.

HiEnergy Technologies, Inc.

Dated: 11/17/03

By: Mughel Bogdan C. Maglich, Ph.D.

Title: CEO and Chief Scientist

Address: 1601 Alton Parkway, Unit B

Irvine, California 92606

HADOCS/BS/ABSI-4811.DOC:path

PATENT Client Code: HIENER.1CPC1CP

#### **ASSIGNMENT**

WHEREAS, I, Bogdan C. Maglich, a United States citizen, residing at 2785 Vista Umbrosa, Newport Beach, California 92660 (hereinafter "ASSIGNOR") have invented certain new and useful improvements in a METHOD AND APPARATUS FOR NEUTRON MICROSCOPY WITH STOICHIOMETRIC IMAGING for which I have filed United States Patent Application No. 09/883,851 in the United States on June 18, 2001 (hereinafter "the Patent Application");

WHEREAS, HiEnergy Technologies, Inc., a Delaware corporation having offices at 1601 Alton Parkway, Unit B, Irvine, California 92606 (hereinafter "ASSIGNEE") desires to purchase the entire right, title, and interest in and to the inventions disclosed in the Patent Application;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby further acknowledges that it has sold, assigned, and transferred, and by these presents does hereby sell, assign, and transfer, unto ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in, to, and under the said improvements, and the said Patent Application and all Patents that may be granted thereon, and all provisional applications relating thereto, and all divisions, continuations, reissues, reexaminations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent that may hereafter be filed for said improvements or for the said Patent Application in any country or countries foreign to the United States; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements and all Letters Patents resulting from the Patent Application to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement.

ASSIGNOR does hereby sell, assign, transfer, and convey to ASSIGNEB, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said issued Letters Patents;

ASSIGNOR hereby covenants and agrees that it will communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Patent Application immediately upon becoming aware of those facts, and that it will testify in any legal proceeding involving any of the Patent Application, will sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and will generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns to obtain and enforce the Patent Application in all countries.

IN TESTIMONY WHEREOF, I bereunto set my hand and scal this 17 day of November, 2003		
	By: Mellegick	
STATE OF California ?	Name Printed: Bogdan C. Maglich	
COUNTY OF ORange   55.		
bersomming remove to use (or broked to use ou the	basis of satisfactory evidence) to be the person whose name is subscribed	
bersomming remove to use (or broked to use ou the	me that he executed the same in his authorized capacity, and that he his	

WITNESS my hand and official seal.

[SEAL]

H:\DOC\$\B\$RB\$I-4808.DOC 111003 IENNEKE SUWITO
Commission # 1378143
Notary Public - California
Orange County
My Comm. Expires Oct 4, 2006

signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Signature





# HIENER. ICPCICP asg MUH WK PSSI

## UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JUNE 10, 2004

PTAS KNOBBE, MARTENS, OLSON & BEAR, LLP BRUCE S. ITCHKAWITZ 2040 MAIN STREET, 14TH FLOOR IRVINE, CA 92614



UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 11/24/2003

REEL/FRAME: 014717/0989 NUMBER OF PAGES: 2

ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS). BRIEF: DOCKET NUMBER: HIENER.1CPC1CP

ASSIGNOR:

MAGLICH, BOGDAN C.

DOC DATE: 11/17/2003

ASSIGNEE:

HIENERGY TECHNOLOGIES, INC. 1601 ALTON PARKWAY, UNIT B IRVINE, CALIFORNIA 92606

SERIAL NUMBER: 09883851

FILING DATE: 06/18/2001

PATENT NUMBER:

ISSUE DATE:

TITLE: METHOD AND APPARATUS FOR NEUTRON MICROSCOPY WITH STOICHIOMETRIC

IMAGING

014717/0989 PAGE 2

VIOLET MCCOY, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

Cli	ent Code: HIENER.ICPCICP	-26-2003
4	REC(	
•		
ТО	THE ASSISTANT COMMISSIONER FOR PAILURE COMMISSIONER FOR PAILURE	2609306 Iments or copy thereof.
	Name of conveying party:	2009306 minera of copy thereof.
1.	Name of conveying marks	2. Name and address of receiving party:
	Bogdan C. Maglich	2. I value and address of receiving party.
	Bogdan C. Maglich	Name: HiEnergy Technologies, Inc.
	ADEMAND	Street Address: 1601 Alton Parkway, Unit B
	Additional name(s) of conveying party(ies) attached?	City: Irvine State: CA ZIP: 92606
	() Yes (X) No	City. II vine State. CA ZIF. 92000
		Additional name(s) of receiving party(ies) attached?
		/ \ ==
		() Yes (X) No
3.	Nature of conveyance:	4. Application number"
		4. Application number
	(X) Assignment	(X) Patent Application No. 09/883-851
	() Merger	Filing Date: June 18, 2001
	( ) Security Agreement	Juile 10, 2001
	() Change of Name	
	() Other:	Additional numbers attached? () Yes (X) No
		Additional numbers attached? () Yes (X) No
	Execution Date: (If multiple assignors, list execution	
date	s in numerical order corresponding to numbers indicated in	
1 at	ove) November 17, 2003	
5.	Name and address of party to whom correspondence	7. Total fee (37 CFR 1.21(h)): \$40.00
	concerning document should be mailed:	Too i
		(X) Enclosed
	Name: Bruce S. Itchkawitz	
	KNOBBE, MARTENS, OLSON & BEAR, LLP	( ) Authorized to be charged to deposit account
	Customer No. 20,995	77 173
	Internal Address: Fourteenth Floor	8. Deposit account number: 11-1410
	Street Address: 2040 Main Street	
	City: Irvine State: CA ZIP: 92614	Please charge this account for any additional fees which may be
	Attorney's Docket No.: HIENER.1CPC1CP	required, or credit any overpayment to this account:
_		EP Texts and proves
6.	Total number of applications and patents involved: 1	
9.	Statement and signature.	•
	To the best of my knowledge and belief, the foregoing informatio	on is true and correct, and any attached copy is a true copy of the
		1 1 1 1 1 2
		11/1/2012
	Bruce S. Itchkawitz	11/1903
•	Name of Person Signing Signature	Date
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	Registration No.	
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4117	~~ <b>\</b>	

PATENT

Client Code: HIENER.1CPC1CP

#### ASSIGNMENT

WHEREAS, I, Bogdan C. Maglich, a United States citizen, residing at 2785 Vista Umbrosa, Newport Beach, California 92660 (hereinafter "ASSIGNOR") have invented certain new and useful improvements in a METHOD AND APPARATUS FOR NEUTRON MICROSCOPY WITH STOICHIOMETRIC IMAGING for which I have filed United States Patent Application No. 09/883,851 in the United States on June 18, 2001 (hereinafter "the Patent Application");

WHEREAS, HiEnergy Technologies, Inc., a Delaware corporation having offices at 1601 Alton Parkway, Unit B, Irvine, California 92606 (hereinafter "ASSIGNEE") desires to purchase the entire right, title, and interest in and to the inventions disclosed in the Patent Application;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby further acknowledges that it has sold, assigned, and transferred, and by these presents does hereby sell, assign, and transfer, unto ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in, to, and under the said improvements, and the said Patent Application and all Patents that may be granted thereon, and all provisional applications relating thereto, and all divisions, continuations, reissues, reexaminations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent that may hereafter be filed for said improvements or for the said Patent Application in any country or countries foreign to the United States; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements and all Letters Patents resulting from the Patent Application to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement.

ASSIGNOR does hereby sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said issued Letters Patents;

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יר מו	ESTIMONY WHEREOF, I hereunto a	set my hand and scal this 17 day of November, 2003
		By: Mugal
STATE OF	California 1	Name Printed: Bogdan C. Maglich
COUNTY OF	California ) ss.	
On \	Jov. 17. 2003, before me, Il	nneke Suwito, personally appeared Bogdan C. Magliches of satisfactory evidence) to be the person whose name is subscribed
in the minni i	instrument, and acknowledged to me	that he executed the same in his authorized capacity, and that by his

WITNESS my hand and official seal.

[SEAL]

H:\DOC\$\B\$I\B\$I-4808,DOC 111003 IENNEKE SUWITO
Commission # 1378143
Notary Public - California &
Orange County
My Comm. Expires Oct 4, 2006

Notary Signature

MHT/LJK/BSI

## UNITED STATES PATENT AND TRADEMARK OFFICE

Under Secretary of Commerce for Intellectual Property and Director of the United States Patent and Trademark Office

JUNE 10, 2004

RONBBE, MARTENS, OLSON & BEAR, LLP BRUCE S. ITCHKAWITZ FOURTEENTH FLOOR 2040 MAIN STREET IRVINE, CA 92614



UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 11/24/2003

REEL/FRAME: 014717/0979

NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).
DOCKET NUMBER: HIENER.1CP1C1

ASSIGNOR:

HIENERGY MICRODEVICES, INC.

DOC DATE: 11/17/2003

ASSIGNEE:

HIENERGY TECHNOLOGIES, INC. 1601 ALTON PARKWAY, UNIT B IRVINE, CALIFORNIA 92606

SERIAL NUMBER: 09788736

FILING DATE: 02/20/2001

PATENT NUMBER:

ISSUE DATE:

TITLE: METHOD AND APPARATUS FOR DETECTING, LOCATING, AND ANALYZING

CHEMICAL COMPOUNDS USING SUBATOMIC PARTICLE ACTIVATION

014717/0979 PAGE 2

JEEVON JONES, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

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ClienCod	de: HIENER.1CP1C1 RECOR	-26-2003 S
11/2	4115	
TO THE A	ASSISTANT COMMISSIONER FOR PATE	)2609305 .its or copy thereof.
1. Name	e of conveying party:	Name and address of receiving party:
HiEn	ergy Microdevices, Inc. MAR 3 1 2005	
	tional name(s) of conveying party (ss) attached?  () Yes (X)	Name: HiEnergy Technologies, Inc. Street Address: 1601 Alton Parkway, Unit B City: Irvine State: CA ZIP: 92606
	AUEMA.	Additional name(s) of receiving party(ies) attached?
		() Yes (X) No
3. Natur	e of conveyance:	4. Application number:
	Assignment	(X) Patent Application No.: 09/788,736
() S	Merger Security Agreement Change of Name	Filing Date: February 20, 2001
·	Other:	Additional numbers attached? ( ) Yes (X) No
dates in nur	ntion Date: (If multiple assignors, list execution merical order corresponding to numbers indicated in lovember 17, 2003	
5. Name	and address of party to whom correspondence	7. Total fee (37 CFR 1.21(h)): \$40.00
concer	rning document should be mailed:	(X) Enclosed
Name	Bruce S. Itchkawitz KNOBBE, MARTENS, OLSON & BEAR, LLP Customer No. 20,995	( ) Authorized to be charged to deposit account
	al Address: Fourteenth Floor Address: 2040 Main Street	8. Deposit account number: 11-1410
City:	Irvine State: CA ZIP: 92614 ney's Docket No.: HIENER.1CP1C1	Please charge this account for any additional fees which may be
		required, or credit any overpayment to this account.
6. Total r	number of applications and patents involved: 1	
9. Statem	nent and signature.	
To the	best of my knowledge and belief, the foregoing information	is true and correct, and any attached copy is a true copy of the
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	S. Itchkawitz of Person Signing Signature	Date 11/19/03
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	ration No.	
Total numbe	er of pages including cover sheet, attachments and documen	t: 3
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11/25/2003 DAYRNE 01 FC:8021	Director, U.S. Patent P.O. B	nt Recordation Services and Trademark Office fox 1450 A 22313-1450

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PATENT

Client Code: HIENER 1 CP1 C1

Page 1 of 2

#### **ASSIGNMENT**

WHEREAS, HiEnergy Microdevices, Inc., a Delaware corporation previously having offices at 10 Mauchly Drive, Irvine California 92618 (hereinafter "ASSIGNOR"), represents and warrants that it is the sole owner of the entire right, title, and interest to certain new and useful improvements for which ASSIGNOR has filed United States Patent Application No. 09/788,736 in the United States on February 20, 2001 entitled "METHOD AND APPARATUS FOR DETECTING, LOCATING AND ANALYZING CHEMICAL COMPOUNDS USING SUBATOMIC PARTICLE ACTIVATION" (hereinafter "the Patent Application");

WHEREAS, HiEnergy Technologies, Inc., a Delaware corporation having offices at 1601 Alton Parkway, Unit B, Irvine, California 92606 (hereinafter "ASSIGNEE") desires to purchase the entire right, title, and interest in and to the inventions disclosed in the Patent Application;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby further acknowledges that it has sold, assigned, and transferred, and by these presents does hereby sell, assign, and transfer, unto ASSIGNEB, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in, to, and under the said improvements, and the said Patent Application and all Patents that may be granted thereon, and all provisional applications relating thereto, and all divisions, continuations, reissues, rectaminations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent that may hereafter be filed for said improvements or for the said Patent Application in any country or countries foreign to the United States; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements and all Letters Patents resulting from the Patent Application to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement.

ASSIGNOR does hereby sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said issued Letters Patents;

ASSIGNOR hereby covenants and agrees that it will communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Patent Application immediately upon becoming aware of those facts, and that it will testify in any legal proceeding involving any of the Patent Application, will sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and will generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns to obtain and enforce the Patent Application in all countries.

IN TESTIMONY WHEREOF, I bereinto set my hand and seal this 17 th day of November, 2003

HiBnergy Microdevices, Inc.

By: Mengrice
Name Printed: Bogdan C. Maglich, Ph.D.
Title: CEO & Chief Scientist

Client Code: HIENER.1CP1C1
Page 2 of 2

STATE OF California ] ss.

On Nov. 17. 2003, before me, Toneke Suntho, personally appeared Bogdan C. Maglich, ph.D. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

WITNESS my hand and official seal.

[SEAL]

IENNEKE SUWITO
Commission # 1378143
Notary Public - California &
Orango County
My Comm. Expires Oct 4, 2006

Notary Signature

H:DOCS\BSN8SI-4807.DOC



# Hiener, ICPICI 1

## UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JUNE 10, 2004

PTAS

KNOBBE MARTENS OLSON & BEAR LLP 2040 MAIN STREET FOURTEENTH FLOOR IRVINE, CA 92614



UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY IF YOU SHOULD CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 11/24/2003

REEL/FRAME: 014717/0991

NUMBER OF PAGES: 2

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

MAGLICH, BOGDAN CASTLE

DOC DATE: 03/26/2002

ASSIGNEE:

HIENERGY MICRODEVICES, INC.

10 MAUCHLY DRIVE

IRVINE, CALIFORNIA 92618

SERIAL NUMBER: 09788736 PATENT NUMBER:

FILING DATE: 02/20/2001

ISSUE DATE:

TITLE: METHOD AND APPARATUS FOR DETECTING, LOCATING, AND ANALYZING

CHEMICAL COMPOUNDS USING SUBATOMIC PARTICLE ACTIVATION

014717/0991 PAGE 2

DIANE RUSSELE, PARALEGAL ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

Cli elt Code: HIENER.1CP1C1	1-26-2003
RECOF !	
TO THE ASSISTANT COMMISSIONER FOR PATEL	102609304 ats or copy thereof.
1. Name of conveying party:	2. Name and address of receiving party:
Bogdan Castle Maglich  MAR 3 1 2005	Name: HiEnergy Microdevices, Inc.
Additional name(s) of conveying party(ies anached?	Street Address: 10 Mauchly Driv
() Yes (X) No	City: Irvine State: CA ZIP: 92618
	Additional name(s) of receiving party(ies) attached?  () Yes (X) No
	() 165 ()10
3. Nature of conveyance:	4. Application number:
(X) Assignment	(X) Patent Application No.: 09/788,736
() Merger () Security Agreement	Filing Date: February 20, 2001
() Change of Name () Other:	
() Other.	Additional numbers attached? () Yes (X) No
Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in	
1 above) March 26, 2002	
5. Name and address of party to whom correspondence	7. Total fee (37 CFR 1.21(h)): \$40.00
concerning document should be mailed:	(X) Enclosed
Name: Bruce S. Itchkawitz	( ) Authorized to be charged to deposit account
KNOBBE, MARTENS, OLSON & BEAR, LLP Customer No. 20,995	
Internal Address: Fourteenth Floor Street Address: 2040 Main Street	8. Deposit account number: 11-1410
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Attorney's Docket No.: HIENER.1CP1C1	required, or credit any overpayment to this account.
6. Total number of applications and patents involved: 1	•
9. Statement and signature.	
To the best of my knowledge and belief, the foregoing informat	tion is true and correct, and any attached copy is a true copy of the
original document.	HIK
Bruce S. Itchkawitz  Name of Person Signing  Signature	Ully 11/19/03
	Date
A7,677  Registration No.	<b>0 3 3 3 3 3 3 3 3 3 3</b>
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	a, VA 22313-1450

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#### ASSIGNMENT

WHEREAS, I, Bogdan Castle Maglich, a United States citizen, residing at 559 Vista Flora, Newport Beach, California, 92660 have invented certain new and useful improvements in a METHOD AND APPARATUS FOR DETECTING, LOCATING, AND ANALYZING CHEMICAL COMPOUNDS USING SUBATOMIC PARTICLE ACTIVATION for which I have submitted Patent Application in the United States, 09/788,736.

AND WHEREAS, HiEnergy Microdevices, Inc. (hereinafter "ASSIGNEE"), a Delaware Corporation, with its principal place of business at 10 Mauchly Drive, Irvine, California, 92618 desires to acquire the entire right, title, and interest in and to the said improvements and the said Letters Patent:

NOW, THEREFORE, in consideration of Shareholder Equity and the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said inventor, do hereby acknowledged that I have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in, to and under the said improvements, and the said application and all provisional applications relating thereto, and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all extensions, renewals and reissues thereof, and I hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I FIEREBY covenant and agree that I will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 26 day of Karok 2002

Bogdan Castle Maglich

STATE OF CA

COUNTY OF ORANGE

On MARCH 22, 2002, before me, Bos-Day Castle Marchelle person(s) personally appeared personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/appeared subscribed to the within instrument, and acknowledged to me that hexecuted the same in hauthorized capacity(ies), and that by signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official scal.

[SEAL]

JAMES L MCDANIEL D COMM...1186451 O NOTARY PUBLIC CALIFORNIA ORANGE COUNTY My Term Exp. June 8, 2002 Notary Signature

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